

RESOLUTION NO. 2019-067

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA  
AUTHORIZING RATE ADJUSTMENTS FOR EDCO DISPOSAL CORPORATION,  
A CALIFORNIA CORPORATION, TO BECOME EFFECTIVE JULY 1, 2019

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WHEREAS, EDCO Disposal Corporation, a California Corporation, presently has a contract for the collection of refuse, garbage, yard, other waste materials and recyclables within the City of La Mesa;

WHEREAS, during the term of said contract, EDCO Disposal Corporation may submit a proposed rate schedule for the following fiscal year;

WHEREAS, EDCO Disposal Corporation has submitted a rate schedule and requested rate increases at a Public Hearing before the City Council in which all persons and protests were heard and considered; and

WHEREAS, in compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of La Mesa notified all affected property owners of said Public Hearing and the proposed rate increases for residential and commercial trash collection.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that the City Council of the City of La Mesa finds and determines that the agreement with EDCO Disposal Corporation for the collection of refuse, other waste materials and recyclables will now provide for the new fees attached hereto as Exhibit "A" and made a part hereof, to become effective July 1, 2019.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 25th day of June 2019, by the following vote, to wit:

AYES: Councilmembers Alessio, Baber, Parent, Weber and Mayor Arapostathis

NOES: None

ABSENT: None

CERTIFICATE OF CITY CLERK

I, MEGAN WIEGELMAN, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2019-067, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.



MEGAN WIEGELMAN, CMC, City Clerk

(SEAL OF CITY)

## PROPOSED FEE SCHEDULE

Effective July 1, 2019

7/1/2017 CURRENT MONTHLY	7/1/2019 PROPOSED MONTHLY
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### Residential Automated Service

a. Single family residential unit	\$20.33	\$	21.77	7.08%
b. Low income senior citizens	\$16.26		\$17.42	7.08%
c. Multiple units, trailer parks and motels	\$17.71		\$19.23	
each additional unit	\$14.74		\$16.01	
d. Residential commingled organic service per home/unit			\$2.84	

### 2. Commercial Cart Service

1 can 1 x per week	\$20.10		\$21.83	
additional times per week	\$10.38		\$11.27	

### 3. Commercial and Industrial Bin Service

a. One (1) 3 cubic yard Refuse container (uncompacted)				
1 x per week	\$103.63	\$	112.52	8.58%
2 x per week	\$181.35		\$196.90	
3 x per week	\$255.87		\$277.82	
4 x per week	\$329.43		\$357.69	
5 x per week	\$402.59		\$437.13	
6 x per week	\$475.81		\$516.63	
b. Temporary 3 cubic yard (uncompacted) each pickup	\$97.41		\$105.77	
c. Commercial 20 to 40 c y transfer body (uncompacted) per load	\$463.00		497.00	
d. Residential transfer body	\$436.00		467.00	

### 4. Commercial Recycling Service

One (1) 3 cubic yard Recycle container (uncompacted)				
1 x per week	\$42.78		\$46.45	
2 x per week	\$73.35		\$79.64	
3 x per week	\$103.90		\$112.82	
4 x per week	\$134.46		\$145.99	
5 x per week	\$165.01		\$179.17	

#### Commingled Organic Service

1 65 gallon cart once per week per month	\$85.24		\$85.24	
1 95 gallon cart once per week per month	\$97.20		\$97.20	
1 2 cy bin once per week per month	\$162.10		\$162.10	

#### b. 90 gallon carts

1 carts	\$10.39		\$11.28	
2 carts	\$19.57		\$21.24	
3 carts	\$27.50		\$29.86	
4 carts	\$34.23		\$37.17	
5 carts	\$39.73		\$43.14	

c. Clean yard waste - 20 to 40 cy transfer body	\$297.00		318.00	
d. Clean concrete or dirt - 20 to 40 cy transfer body	\$370.00		392.00	
e. Mixed C&D - 10-40 cy transfer body	\$538.00		538.00	

5. Multi-Family Recycling Service (per unit)	\$2.02		\$2.20	
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6. Silver Bags (each)	\$3.19		\$3.41	
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### . Downtown Business District Rates

Low Volume	\$26.57		\$28.84	
Mid Volume	\$48.91		\$53.11	
Standard Volume	\$81.40		\$88.39	
Restaurant Volume	\$183.04		\$198.75	

FIRST

AMENDMENT TO THE AGREEMENT FOR COLLECTION OF REFUSE,  
GARBAGE AND OTHER WASTE MATERIALS WITHIN THE CITY  
OF LA MESA, CALIFORNIA

This amendment made and entered into this 8th day of January,  
1985, to the Agreement by and between the parties dated November 27, 1979, by  
and between the City of La Mesa, a municipal corporation, in the County of  
San Diego, State of California, hereinafter referred to as "CITY", and EDCO  
Disposal Corporation, a California Corporation doing business as La Mesa  
Disposal Company, hereinafter referred to as "CONTRACTOR".

The parties hereto agree to amend said agreement as follows:

21. The hours of operation for service in residential areas,  
and commercial areas adjacent to residential areas shall  
be limited to the hours of 6:00 A.M. to 6:00 P.M.

IN WITNESS WHEREOF, the City and Contractor have caused this  
amendment to be executed by its Mayor and City Clerk acting under and pursuant  
to Resolution No. 15027 of the City Council of said City authorizing such  
execution, and the Contractor has caused this instrument to be executed by its  
authorized representative the day and year in this amendment first above  
written.

EDCO Disposal Corporation

By Edward Burr

By Andrew Burr

City of La Mesa

By Fred F. Naylor  
Mayor

By Anita D. Underwood  
City Clerk

DOCUMENT NO. 38532

FILED 1-8-85  
OFFICE OF THE CITY CLERK  
LA MESA, CALIFORNIA

SECOND

AMENDMENT TO AGREEMENT FOR THE COLLECTION OF REFUSE,  
GARBAGE AND OTHER WASTE MATERIALS WITHIN THE CITY  
OF LA MESA, CALIFORNIA

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This Amendment to the Agreement dated November 27, 1979, for the Collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 14th day of May, 1986, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and Edco Disposal Corporation, a California corporation, hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

21. Contractor hereby shall indemnify, save and hold harmless, City and any officers and employees thereof against and from all damages, judgments, decrees, costs and expenditures which City, or such officer or employee, may suffer, or which may be recovered from, or obtainable against City, or such officers or employee, for, or by reason of, or growing out of or resulting from the exercising by Contractor of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Contractor or its servants or agents in exercising the franchise granted hereby, and Contractor shall defend any suit that may be instituted against City, or any officer or employee thereof, by reason of or growing out of or resulting from the exercise by Contractor of any or all of the rights or privileges granted hereby, or by reason of any act or acts of Contractor, or its servants or agents, in exercising the franchise granted hereby. This hold harmless clause shall apply to any extension of the franchise.

This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.

Doc. # 39608

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By Edward D. Burr

By \_\_\_\_\_

CITY OF LA MESA

By Fred F. Nagel  
Mayor

By Anita D. Underwood  
City Clerk

APPROVED AS TO FORM

LeRoy K. Kline  
City Attorney

May 1, 1986  
Date

THIRD

AMENDMENT TO AGREEMENT FOR THE COLLECTION OF REFUSE,  
GARBAGE AND OTHER WASTE MATERIALS WITHIN THE CITY  
OF LA MESA, CALIFORNIA

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This Amendment to the Agreement dated November 27, 1979, for the Collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 23rd day of January, 1990, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and Edco Disposal Corporation, a California corporation, hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

SECTION 1. Paragraph 9 of said agreement is deleted and the following is substituted in lieu thereof:

9. Contractor at Contractor's sole cost and expense and for the full term of this Agreement or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work under this Agreement. The City shall reserve the right to approve the insuring company(ies). The Contractor agrees to protect against any liability to the public incident to the use of or resulting from any accident occurring in or in connection with Contractor's operation hereunder. The Contractor's insurance shall be primary protection and the City shall not be called upon to contribute to a loss that would otherwise be paid by the Contractor's insurer.
  - A. Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California, and providing coverage for any and all employees of Contractor. This policy shall include both Workers' Compensation and Employers' Liability in the amount of One Hundred Thousand Dollars (\$100,000.00) coverage.
  - B. A Comprehensive General Liability policy with a minimum limit of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages (without deductibles):
    1. Premise Operations
    2. Owners and Contractors' Protective
    3. Blanket Contractual
    4. Completed Operations

C. A Comprehensive Motor Vehicle policy with a minimum limit of not less than One Million Dollars (\$1,000,000.00) combined single limit of bodily injury and property damage, providing at least all of the following coverages (without deductibles):

1. Coverages shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.
2. Any and all mobile equipment which is not covered under the above Comprehensive Business Motor Vehicle policy shall have said coverage provided for under the Comprehensive General Liability policy.

D. Endorsements. All of the following endorsements shall be made a part of each of the insurance policies specified above:

1. "The City of La Mesa, its employees, officers and/or officials, agents, contractors and volunteers are hereby added as insureds."
2. "Thirty (30) days prior written notice of cancellation shall be given to the City of La Mesa in the event of cancellation and/or reduction in coverage of any nature. Such notice shall be sent to:

Director of Finance  
8130 Allison Avenue  
La Mesa, CA 92041

3. Endorsement #2 above (30 days notice) is the only endorsement required to be made a part of the Workers' Compensation and Employer's Liability policy.
4. For the Excess Liability policy, a sufficient endorsement shall be an identification on the Certificate of Insurance that the policy is "following form." Copies of all of the endorsements listed above shall be attached to the Certificate of Insurance which shall be provided to City by Contractor's insurance carrier as evidence of the required coverages. Prior to receiving any payment pursuant to this Agreement, Contractor shall cause the Certificate of Insurance to be filed with:

Director of Finance  
8130 Allison Avenue  
La Mesa, CA 92041

- E. Proof of Coverage. Prior to receipt of any payment for work or services performed under this Agreement, Contractor shall submit proof of coverage in the form of Certificates of Insurance, with copies of all required endorsements attached thereto, to

Director of Finance  
8130 Allison Avenue  
La Mesa, CA 92041

Contractor further agrees that if he does not keep such insurance in full force and effect, the City may take out the necessary insurance and pay the premium, and the Contractor shall repay the City immediately upon demand.

The Contractor shall carry out the terms of this contract as an independent contractor, and not as an agent or employee of the City, being responsible to the City only for the results accomplished and not for the manner or method in which they are accomplished other than as set forth in this agreement.

SECTION 2. Paragraph 17 of said Agreement is hereby deleted and the following is hereby substituted in lieu thereof:

17. Prior to March 5, 1990, Contractor shall deliver to the City a performance bond in the principal sum of Five Hundred Thousand (\$500,000) to guarantee performance by Contractor of its obligations under this Agreement (as set forth in Section 7.20.060). The surety company issuing said bond and the form of the bond itself shall be subject to approval by the City.

SECTION 3. Paragraphs 22 through <sup>28</sup>27 are hereby added as follows:

22. Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by Contractor and shall, at the option of the City, terminate this Agreement.
23. Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements.
- A



- a. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and cancelled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment from Contractor pursuant to this Agreement. *audit*
- b. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement. *A*
- c. Any records or documents required to be maintained pursuant to this Agreement, shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the City Attorney, City Finance Director, City Manager, or Recycling Program Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records, shall be available at Contractor's address indicated for receipt of notices in this Agreement. *A*
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be transferred to the City and that the records and documents be maintained in City Hall. Access to such documents shall be granted to any party authorized by Contractor, its representatives, or its successor-in-interest.
24. Contractor agrees that, in the operation of the Recycling Center and the performance of work and services under this Agreement, Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
25. This Agreement is entered into and is to be performed in the State of California. City and Contractor agree that the law of the State of California shall govern the

rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

26. Contractor shall not assign, transfer, convey, or otherwise hypothecate this Agreement or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise hypothecate this Agreement or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may at its option, terminate this Agreement immediately.
27. Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein, including but not limited to the operation of the Recycling Center.
28. The addendum marked Exhibit "A," curbside recycling services to be provided by Contractor, is attached hereto and made a part hereof.

This amendment to agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said agreement shall continue in full force and effect in all particulars.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By Edward Burr

By Andrea Burr

CITY OF MESA

By Fred F. Nagel  
Mayor

By Anita D. Underwood  
City Clerk

Approved as to Form:

J. R. L. [Signature]  
City Attorney

Date 11/7/90

Exhibit "A"

SECTION 1. SCOPE OF SERVICES.

A. Curbside Recycling.

Contractor shall perform curbside recycling services in the City of La Mesa as follows:

1. Collection. Contractor shall collect and remove all Recyclable Materials, which are commingled and placed in a recycling container at the curbside on public streets, from all single-family residences and all residential complexes where garbage collection service is can collection (as opposed to bin collection), provided by EDCO Disposal.
2. Recyclable Materials Defined. For the purposes of this agreement, Recyclable Materials means and includes newspaper, glass, metal cans (aluminum and tin), mixed paper, PET and other plastics, and other such materials as mutually agreed upon in writing by the Contractor and City's Recycling Program Manager, which are collected by Contractor pursuant to paragraph 1 of this Section.
3. Time of Collection. Contractor shall collect the Recyclable materials placed at the curbside for collection once each week, regardless of weather conditions. To the extent possible, collection will be on the same day of the week as garbage collection service. Collection will not occur on Thanksgiving, Christmas, and New Years Day and will resume on the next regularly scheduled collection day. Contractor will notify residents of any changes in the collection day by distributing a flyer in the recycling containers for the two weeks prior to the affected day. If the Contractor and the City agree in writing that a bi-monthly collection system is more effective and should be implemented, the same principles mentioned above will apply.
4. Container Purchase, Distribution, and Replacement. Contractor shall purchase, at Contractor's sole cost and expense, and distribute recycling containers (12 1/2 gallon in size) to be used by each eligible resident included in the program. The type and cost of the containers to be used in the Program shall be approved by the City prior to purchase and distribution. Ownership of the containers shall rest with the Contractor.

Each household eligible to participate in the Program will receive one container and may upon request to the Contractor receive an additional container at no cost to the resident. Replacement of containers that are stolen and/or damaged will be made by the Contractor up to one per household up to existing stock held by Contractor (10 percent of all containers needed for

Citywide collection). If a household needs additional containers beyond the maximum of two allowed, or has had more than one damaged and/or stolen, they may purchase additional containers from the Contractor at a cost not to exceed \$6.00 per container. Also, once the Contractor has used the existing container stock, residents will be required to purchase any additional containers as noted above, regardless of the need for the container.

Contractor will be responsible for keeping records regarding additional containers that are requested per household and the reason for the request, i.e. container was stolen. These records will be made available to the City's Recycling Program Manager upon request.

5. Transportation of Materials. Contractor shall transport the collected Recyclable Materials to the Recycling Center described in Subsection B. below, and Contractor shall retain responsibility for the sale of such materials in a timely and efficient manner, so as to yield the highest market value for the material as possible.
6. Missed Pick-ups. In case of a missed pick-up called in by a resident and the Contractor is determined to be at fault, the resident will have the option to receive collection within 24 hours or place the materials out on the next regular collection day. All missed pick-ups will be logged and shall be available for inspection by the City's Recycling Program Manager.
7. Exclusivity of Recycling Collection System. The City grants the exclusive right to the recycling collection service within the its City limits to the Contractor. Recycling collection services include all single family and multi-family residences that have can collection services. This phrase does not exclude duly licensed non-profit organizations and community groups from conducting recycling programs for the purposes of raising funds. However, once materials have been placed at the curb or in a designated recycling container provided by the Contractor, the material becomes the sole property of the Contractor.

B. Recycling Center

Contractor shall maintain a Recycling Center in the City of Lemon Grove at 6700 Federal Boulevard where people may voluntarily drop off recyclable materials not less than five days per week, holidays excluded, and which shall be open to the public during the Contractor's normal business hours. Recyclable materials which shall be accepted at the Recycling Center include, newspapers, glass, aluminum and tin cans, mixed paper, PET plastic. Contractor shall reimburse individuals upon receipt of Recyclable Materials at the Recycling Center the fair market value of Recyclable Materials once they are delivered to the markets for sale.

C. Public Awareness Program.

The Contractor in conjunction with the City, shall develop and implement a Public Information Program. The Contractor shall have the following responsibilities:

1. Prepare an Introductory Packet of information regarding the Citywide Residential Curbside Recycling Program, approved in advance by the City's Recycling Program Manager, and will distribute such packet with the recycling containers to each single family and multi-family residence on can collection service. The packet shall include: a) A letter from the Mayor and the City Council of the City of La Mesa urging the residents to participate in the program. b) An informational brochure that details the program elements and describes how they can participate.
2. Develop an overall "Promotional Plan" for the City of La Mesa, with goals, strategies and timetables for Contractor and City actions. The Promotional Plan shall be submitted to the City's Recycling Program Manager by April 1, 1990.
3. Assist with media events, make presentations to community groups and businesses on an as needed basis, and attend Countywide meetings related to recycling, speaking on La Mesa's Curbside Recycling Program if needed.
4. Keep records of participation levels.
5. Hire a graphic design specialist to prepare all promotional materials to insure professional design standards in all publications.
6. Develop incentives to increase participation (if needed, as determined by the Contractor and the Recycling Program Manager) and create greater levels of tonnage recycled, such as;
  - a. Rewards for neighborhoods (routes) that have high participation levels and high tonnage levels.
  - b. Solicitation of prizes from local businesses to award to households that recycle when checked on a random basis.

The City shall have the following responsibilities with respect to the Public Information Program:

1. Contact all local media to seek coverage of the recycling program.

2. Assist the Contractor's public awareness efforts wherever able, with particular focus on gaining involvement of elected officials and promoting the program through official City information sources.
- D. Local Manager. Contractor shall at all times during the term of this agreement have a local manager charged with the responsibility for supervision of the operations of Contractor.
- E. Reports. Contractor shall file with the City written reports of Contractor's performance under this agreement as follows:

1. Monthly Project Reports.

Within five (5) working days after the last day of each month, Contractor shall submit a monthly project report to include at least all of the following:

- a. Summaries of tonnage of all Recyclable Materials recovered, by material.
- b. Summaries of tonnages of all Recyclable Materials sold, by material.
- c. Market price for all Recyclable Materials collected from the curbside and sold by Contractor. The weight receipts shall be available for inspection by the City.
- d. Resident participation rates in terms of weekly set-out counts.
- e. A summary of missed pick-ups by route and explanation of noteworthy experiences, and a summary of telephone calls received by category, including inquiries about the program, missed pick-ups, and container replacement.

2. Quarterly Project Status Reports.

Within fifteen (15) working days from the end of each quarter, Contractor shall submit a quarterly project status report to include at least all of the following:

- a. Summary of all revenues, operating expenses, tonnages recovered by material, and participation rates. Actual participation rates will be presented for one-quarter of the City per quarterly report.
- b. Overall assessment of performance during the quarter.
- c. Discussion of problems and noteworthy experiences in program operation.

3. Quarterly Salvage Revenue Statements.

Within fifteen (15) days from the end of each quarter, Contractor shall submit a revenue statement of all sales of Recyclable Materials from the Residential Curbside Recycling Program sold during the quarter, broken down by material.

4. Annual Report.

On or before January 1 of each year of the term of this agreement, Contractor shall submit a year-end annual report to include at least the following:

- a. A collated summary of the information contained in the quarterly reports, and a summary of the participation rates and tonnages of recovered material.
- b. A discussion of public awareness activities and their impact on participation and recovered volumes.
- c. A discussion of highlights and other noteworthy experiences, measures taken to resolve problems, increase efficiency and household participation.

5. Report Submittals.

Reports shall be submitted to:

Recycling Program Manager  
City of La Mesa  
8130 Allison Avenue  
La Mesa, CA 92041

F. Sale of Recyclable Materials.

Contractor shall sell all Recyclable Materials collected from curbside by Contractor pursuant to this Agreement at fair market value. Revenue obtained from such sales shall be retained by Contractor as an offset against operating expenses. The fair market value of Recyclable Materials shall be the highest price commonly paid by purchasers of such materials in and around the San Diego County area at the time of sale. Fair market value will be determined from written price quotes solicited from at least two entities for each material to be sold by the Contractor. The City shall be noticed of changes in fair market values in writing as part of the monthly reporting requirements.

## SECTION 2. SCHEDULE OF PERFORMANCE.

Contractor shall perform those services set forth in SECTION 2 of this Agreement in accordance with the following schedule of performance:

Contractor shall continue to perform curbside recycling in the Phase I area, 1,000 homes in the North West quadrant of the City of La Mesa, without interruption and initiate curbside recycling services in the Phase II area, all single family and multi-family homes receiving can collection services not in the Phase I area, on March 5, 1990, continuing for the term of this Agreement.

Contractor shall initiate delivery of recycling containers to residences throughout the Phase II area on February 26, 1990 and complete delivery of the containers no later than March 2, 1990.

Any modification to this schedule of performance shall be subject to approval in writing by the City's Recycling Program Manager.

## SECTION 3. CITY'S RESPONSIBILITIES.

1. City Representative. City's representative for purposes of this Agreement shall be City's Recycling Program Manager.
2. Public Awareness Program. City shall participate in the Public Awareness Program as provided in SECTION 2 of this Agreement.
3. Protection of Materials. City agrees to take such steps as may be reasonably necessary to protect Contractor's ownership of all Recyclable Materials placed at the curbside for collection by Contractor under the terms of this Agreement and shall reasonably enforce its anti-scavenging ordinance.

## SECTION 4. RECYCLING FEE.

A fee for the recycling program will be charged to the residents to cover the shortfall between the Contractor's operating expenses and the revenue obtained from the sale of the Recyclable Materials. The rate structure hereinafter set forth, during the term of this Agreement, shall be the maximum the Contractor can charge. The rate for recycling is set forth on Attachment "A" attached hereto and made a part hereof.

Not later than September 1, 1990, Contractor may provide the City with a proposed rate schedule for the year 1991. If the City Council approves such schedule, it shall apply for the year 1991. If however, the City Council does not approve such rate schedule, the City and Contractor shall attempt to agree upon a rate schedule. In the event of their failure to do so on or before September 1, 1990, the rate schedule for the



year 1990 shall be in effect. The Contractor may, by September 1st of each subsequent year, during the term of this Agreement, submit a proposed rate schedule for the following year in the same manner as above provided, and each party shall have the same rights for each ensuing year for establishing of rates as are set forth above. If the Contractor does not apply for new rates by September 1st as hereinabove set forth, the rates then in effect shall apply for the ensuing year, except an increase in rates may be allowed for any unusual economic hardships not within the Contractor's control as approved by the City Council. In addition, the Contractor shall pay for the costs of a publication in the City's official newspaper notifying the public of any rate adjustment hearing. The City Manager shall determine the size and content of said publication.

Specific rate review procedures will be prepared by the Recycling Program Manager and will be utilized with the concurrence of the Contractor in consideration of all requests for rate adjustments by the Contractor. These procedures will include provisions for review of the Contractor's audited financial statements, general ledger accounts, and requested adjustments by the City's audit firm on a periodic basis. It is the City's intent to ensure that the rates charged to the citizens for the recycling program are appropriate and equitable.

#### SECTION 5. PERFORMANCE STANDARDS.

The following performance standards shall be met by the Contractor in the completion of this contract. The Contractor's performance will be reviewed on a monthly, quarterly and annual basis in conjunction with the Contractor's submittal of required reports for those time periods. Should the Contractor fail to meet the performance standards on a quarterly or annual basis, the Recycling Program Manager will meet with Contractor to determine the cause of the discrepancy and recommend corrective action. Should the Contractor continue to fail to meet the performance standards after receiving direction for corrective action from the Recycling Program Manager, this may serve as grounds for contract termination.

##### Waste Diverted from County Landfill

1. The Contractor shall attain a waste diversion rate from homes participating in the program of no less than twenty-five percent (25%) of said homes average waste generation rates.
2. The waste diversion level for all single family homes that receive trash collection services from EDCO Disposal Corporation in the City of La Mesa shall be no less than eight percent (8%) on an annual basis and shall have a goal of ten percent (10%) on an annual basis.

#### Program Participation Rate

1. The overall monthly participation rate for all single family homes that receive trash collection services from EDCO Disposal Corporation shall be no less than seventy percent (70%) and shall have a goal of eighty-five percent (85%).
2. The weekly set-out rate for all single family homes that receive trash collection services from EDCO Disposal Corporation shall be maintained at forty percent (40%).

If the participation or set-out rates fall below the levels noted, there is a possibility that the waste diversion rates may not be achieved by the Contractor. Every effort must be made by the Contractor to maintain high levels of participation in order to reach the established diversion goals and assist in meeting the diversion standards set out in Assembly Bill 939. The City reserves the right to amend the required diversion and participation rates to be attained by the Contractor following the review of State regulations regarding the implementation of Assembly Bill 939.

#### Complaints

The City shall be informed of all legitimate complaints made about the program. The Contractor and the Recycling Program Manager will use their best and most reasonable judgement to determine an acceptable level and type of complaints that will be allowed. If an unreasonable amount of complaints are received concerning the Contractor's performance, the Contractor can be found to be in non-compliance of the contract and face implementation of corrective action as directed by the Recycling Program Manager or termination of the contract.

#### SECTION 6. Additional Franchise Fee

The Contractor, as part of the consideration of this contract, agrees to pay to the City four percent (4%) of all gross sums collected by said Contractor within the City of La Mesa from residents for the recycling program within the City of La Mesa. Contractor shall pay said sum not later than the 10th of each and every month on the month following the collection of same. The Contractor shall keep full, complete and proper books, records and accounts of the said sums collected by said Contractor within the City of La Mesa, and said books, records, and accounts shall at all reasonable time be open to the inspection of the City or the City's authorized representative or agent. The Contractor further agrees that the City at any reasonable time may cause an audit to be made of said Contractor's books, records, and accounts. The Contractor shall, not later than the 10th day of each and every month, submit to the City a signed statement of his gross collections during the preceeding month.

Attachment "A"  
RECYCLING FEE

Residential

Single Family\*

\$1.50/month\*\*

\*This includes all residences that receive trash collection on a can collection basis.

\*\*Includes curbside collection of recyclable materials once per week. This amount will be added to the refuse collection fee and is payable as part of the total refuse collection bill.

FOURTH

AMENDMENT TO AGREEMENT FOR THE COLLECTION OF  
REFUSE, GARBAGE AND OTHER WASTE MATERIALS  
WITHIN THE CITY OF LA MESA

This Amendment to the Agreement dated November 27, 1979, for the collection of Refuse, Garbage and other Waste Materials within the City of La Mesa, California, is made and entered into this 22nd day of January, 1991, by and between the City of La Mesa, a Municipal Corporation, in the County of San Diego, State of California, hereinafter referred to as "City", and Edco Disposal Corporation, a California Corporation, hereinafter referred to as "Contractor".

The parties hereto agree to amend said Agreement as follows:

SECTION 1. Section 12 of said agreement is amended to include the following paragraph:

Due to the State's enactment of AB 939 regarding Integrated Waste Management, the City of La Mesa is required to incur certain expenses to meet new State mandates. Contractor shall place a surcharge on all residential and commercial refuse collection bills to be as follows:

Residential

Gross Receipts  
- Recycling Charge  
Subtotal  
x 4.0685225  
State Mandated AB 939 Costs

Commercial

Gross Receipts  
x 4.0685225  
State Mandated AB 939 Costs

This surcharge shall be itemized on the refuse collection bill as "State Mandated AB 939 Costs". Revenue generated by this surcharge will be remitted to the City of La Mesa in the same manner prescribed for the franchise fee in this Section of the contract.

DOCUMENT NO. 40893

FILED 1/22/91  
OFFICE OF THE CITY CLERK  
LA MESA, CALIFORNIA

This amendment shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said agreement shall continue in full force and effect in all particulars.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By Edward Burr

By Franklin Burr

CITY OF LA MESA

By Al Madrid  
Mayor

By Christine Underwood  
City Clerk

Approved as to Form:

LeRoy C. Hunter  
City Attorney

FIFTH

AMENDMENT TO AGREEMENT FOR THE COLLECTION OF REFUSE,  
GARBAGE AND OTHER WASTE MATERIALS WITHIN THE CITY OF  
LA MESA, CALIFORNIA

COPY

This Amendment to the Agreement dated November 27, 1979, for the Collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 11th day of August, 1992, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and EDCO Disposal Corporation, a California corporation, hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

SECTION 1. Paragraph 29 of said Agreement is hereby added to include a provision for commercial recycling as follows:

29. The addendum marked Exhibit "B," Commercial Recycling Services to be Provided by Contractor, is attached hereto and made a part hereof.

This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By Stanley B. B...

By \_\_\_\_\_

CITY OF LA MESA

By Burgess  
VICE MAYOR

By Anita D. Underwood  
City Clerk

APPROVED AS TO FORM:

Leroy W. Knutson  
City Attorney

8/5/92  
Date

## EXHIBIT "B"

### COMMERCIAL RECYCLING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide commercial recycling services in the City of La Mesa in two phases as follows:

#### A. GENERAL PROVISIONS.

Contractor shall adhere to all components of Exhibit "A" of the amended Agreement as described for residential curbside recycling which are applicable to commercial recycling. Additionally, the following general provisions, as well as the provisions stipulated for Phase One and Phase Two of the commercial recycling program, shall apply.

1. Recyclable Materials Defined. For the purposes of this Agreement, recyclable materials are those which meet the requirements of the County of San Diego Mandatory Recycling Ordinance.
2. Collection and Processing of Recyclables. Contractor shall collect recyclable materials from all designated businesses according to an agreed upon schedule between Contractor and individual businesses or within twenty-four hours of a reasonable request for service.

Contractor shall process all materials at its materials recovery facility and arrange for sale of materials in a timely manner so as to yield the highest market value possible. Revenue obtained from such sales shall be retained by the Contractor as an offset against operating expenses.

3. Purchase, Distribution and Replacement of Containers. Contractor shall purchase and provide outside recycling containers to each business according to the material flow as determined through initial contact with customer. Contractor shall also purchase and provide each customer with sufficient in-house recycling containers. Contractor shall respond promptly to customer requests concerning the adequacy of all containers. All recycling containers shall remain the property of Contractor.
4. Customer Awareness Program. The Contractor, in conjunction with the City, shall develop and implement a Customer Awareness Program to provide recycling education and outreach opportunities to the business community. Public Awareness strategies that the Contractor has already established shall be enhanced to address commercial businesses. The Contractor shall have the following responsibilities:
  - a. prepare and distribute a brochure explaining commercial recycling and how to participate;
  - b. conduct training sessions for each customer's staff on recycling procedures;

- c. participate with City staff in designing other promotional and educational brochures and in conducting educational programs in the business community for the purpose of encouraging recycling;
  - d. assist City staff in preparing a commercial recycling informational packet for general distribution;
  - e. invite business customers to tour the materials recovery facility (MRF) to observe collection and processing procedures that produce clean, marketable commodities;
  - f. utilize San Diego Recycling Company's newsletter "Environmental Times" to promote recycling and provide information on related topics of interest to the business community;
  - g. insert letters and notices in EDCO billings to provide pertinent information as necessary; and
  - h. establish an Awards Program to recognize exceptional recycling efforts among business customers.
5. Reporting Requirements. Contractor shall file with the City written reports of Contractor's performance under this Agreement. This shall be done in order to determine Program effectiveness and to assist the City in complying with the requirements of the California Integrated Waste Management Act (AB 939). The reports to be submitted are those detailed in Exhibit "A" of the amended Agreement for residential curbside recycling. Reports shall be modified to reflect commercial recycling but shall contain, at a minimum, the same information contained in the curbside reports.
6. Performance Standards. The following performance standards shall be met by the Contractor in the completion of this contract:
- a. The Contractor's performance will be reviewed on a monthly, quarterly and annual basis in conjunction with the Contractor's submittal of required reports for those time periods. Should the Contractor fail to meet the performance standards on a quarterly or annual basis, City Environmental Services staff will meet with the Contractor to determine the cause of the discrepancy and recommend corrective action. Should the Contractor continue to fail to meet the performance standards after receiving direction for corrective action from City staff, this may serve as grounds for contract termination.
  - b. In order for the City to comply with State mandates for waste diversion under the California Integrated Waste Management Act (AB 939), Contractor shall guarantee a waste diversion rate from the commercial businesses it services of no less than twenty-five percent (25%) of said businesses average waste generation rates by 1995 and no less than fifty percent (50%) diversion by 2000.

Additionally, Contractor will make every effort to maintain high levels of participation in order to reach the established diversion goals and assist the City in meeting its AB 939 goals.



- c. Contractor shall maintain equipment, keeping it clean, free of graffiti, and in good working order. Recycling containers (bins) shall also be maintained to keep them clean, functional and free of graffiti. A container not maintained in such fashion shall be replaced upon determination by Contractor that such a condition exists or within twenty-four hours of a legitimate request from customer.
7. Complaints. Complaints received by City staff or the Contractor shall be handled by Contractor promptly and courteously. The City shall be informed of all legitimate complaints made about the commercial recycling program. The Contractor and City Environmental Services staff will use their best and most reasonable judgment to determine an acceptable level and type of complaints that will be allowed. If an unreasonable amount of complaints are received concerning the Contractor's performance, the Contractor can be found to be in non-compliance of the contract and face implementation of corrective action, as directed by City Environmental Services staff, or termination of the contract.
8. Mandatory Recycling Ordinance. Contractor shall comply with all stipulations and implementation dates contained in the City's Mandatory Recycling Ordinance. Should the County of San Diego amend the implementation dates set forth in the County Mandatory Recycling Ordinance for the East County Region, of which La Mesa is a part, the City shall consider amending its Mandatory Recycling Ordinance implementation dates accordingly.

The mandatory recycling implementation schedule for the various sectors of the community as set forth in both the County and City Mandatory Recycling Ordinances, effective as of September 1, 1992, are as follows:

Residential Single Family	September 1, 1992
Industrial	October 1, 1993
Yard Waste	January 1, 1994
Residential Multi-family	July 1, 1994
Commercial	July 1, 1994

B. PHASE ONE.

In addition to the stipulations detailed under General Provisions above, Contractor shall provide the following during Phase One:

1. Designation of Commercial Businesses. Contractor shall survey EDCO business listings to determine those customers to be included in Phase One. In general, these shall be commercial office building establishments that generate a volume of trash which equals or exceeds six (6) cubic yards per week, and it is determined that at least three (3) cubic yards per week of their waste stream is acceptable in the commercial recycling program. A group of businesses which share refuse service and meet the above criteria shall be included.

A listing of all businesses fitting this criteria shall be compiled by the Contractor and submitted to City staff for approval. Additionally, at the request of either the City or a business not included on the Contractor's list, other businesses shall be considered for inclusion in Phase One on an individual basis. Hospitality Industry businesses, including all restaurants and taverns, and Industrial recyclables shall be excluded from Phase One.

2. Business Recycling Workshop. In conjunction with City staff, Contractor shall present a commercial recycling workshop for businesses scheduled in Phase One. Contractor shall provide: (a) a slide presentation by San Diego Recycling staff; (b) an explanation of program procedures; and (c) the reservation of appointments for San Diego Recycling staff to meet individually with customers at their places of business.

At a minimum, workshop content shall focus on the environmental and economic benefits of recycling, material markets, design and implementation of commercial recycling programs, and how to purchase "recycled content" products.

3. Contact with Phase One Businesses. During individual site visits with each business, Contractor shall work with the customer to determine: (a) the size and number of containers to be used; (b) whether placement of additional containers can be made within existing enclosures or in other appropriate areas; and (c) if placing of additional containers will violate parking space requirements per City Zoning Ordinance. Contacts with Phase One businesses is to be completed by October 1, 1992.
4. Materials to be Collected. The materials to be collected in Phase One for commercial office buildings are: office commingled paper made up of white ledger, colored ledger and computer paper; newspaper; cardboard and aluminum.
5. Commercial Recycling Rates. Monthly rates for recyclables, separated from trash and commingled in separate bins or containers, shall be offered to commercial businesses. The recycling rate plan shall be based on the amount of trash service utilized and be structured to encourage recycling. That is, the more a business recycles, the more savings that business should enjoy through a reduction of trash service.

The rate structure hereinafter set forth, during the term of this Agreement, shall be the maximum the Contractor can charge. The rates for the collection of recyclable materials for Phase One of the Commercial Recycling Program are set forth on Attachment "A," attached hereto and made a part hereof. The La Mesa City Council shall review said rates during the annual rate review process.

#### C. PHASE TWO.

In addition to the stipulations detailed under General Provisions above, as well as provisions from Phase One which apply, Contractor shall provide the following during Phase Two:

1. Designation of Phase Two Businesses. Commercial customers not included in Phase One shall be incorporated into Phase Two of the Commercial Recycling Program. These businesses include: (a) large volume customers not included in Phase One; (b) customers producing less than three cubic yards of material; (c) the Hospitality Industry including restaurants and taverns; and (d) Industrial businesses.
2. Incorporation of Phase Two Businesses in the Commercial Recycling Program. Contractor shall work with City staff to determine the most effective, efficient and economical means of incorporating Phase Two businesses into the Commercial Recycling Program. All Phase Two businesses shall be included in the Program no later than the implementation dates set forth in the Mandatory Recycling Ordinance.

Prior to including Phase Two businesses in the Commercial Recycling Program, Contractor shall make every effort to encourage these businesses to recycle on their own. Contractor's efforts in this area shall include, but are not limited to, explaining the benefits of utilizing the Contractor's Drop Off Center at San Diego Recycling in Lemon Grove for possible cash redemption.

3. Materials to be Collected. In addition to the recyclable materials collected in Phase One, the following materials shall be collected from Phase Two businesses:

a. Hospitality Industry (including restaurants and taverns):

corrugated cardboard	plastic beverage bottles
glass jars and bottles	tin and bi-metal cans
aluminum	white goods (appliances)*

\*Contractor shall offer pickup of white goods at customer's place of business for an additional fee.

b. Industrial:

dirt	asphalt
concrete	sand
rock	land clearing brush

4. Follow Up Work and Subsequent Amendments to Agreement. Based upon work with City staff and experience obtained from Phase One, Contractor shall continue to coordinate with City staff to resolve all zoning and other issues necessary to include all La Mesa commercial businesses in the Commercial Recycling Program prior to the completion of Phase Two. Subsequent Amendments to the Agreement shall be made at the appropriate time during the implementation process.

ATTACHMENT "A"  
COMMERCIAL RECYCLING RATES  
FOR PHASE ONE

<u>Amount of Service</u> <u>(3 cubic yard bin)</u>	<u>Monthly Recycling</u> <u>Rate per container</u> <u>(up to 3 cubic yards)</u>
1 x per week	\$ 35.00
2 x per week	\$ 60.00
3 x per week	\$ 85.00
4 x per week	\$110.00
5 x per week	\$135.00
6 x per week	\$160.00

51744  
AMENDMENT TO AGREEMENT FOR THE COLLECTION  
OF REFUSE, GARBAGE AND OTHER WASTE MATERIALS  
WITHIN THE CITY OF LA MESA, CALIFORNIA

---

This Amendment to the Agreement dated November 27, 1979 for the collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 1st day of June, 1993, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and EDCO Disposal Corporation, a California corporation hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

RECITALS: Recital 4 of said Agreement is hereby amended to read as follows:

4. Said contractor shall not permit the burning of any combustible rubbish within the City of La Mesa unless authorized to do so by the City Council. The garbage collected shall not be deposited or disposed of within the City limits of the City of La Mesa, nor in such a manner as will impair the health or sanitary conditions of the City of La Mesa.

The City reserves the right to designate to the Contractor the location for appropriate disposition and processing of all refuse and garbage generated within the City of La Mesa. Said refuse shall be disposed of in such a manner as complies with all applicable laws of the United States, the State of California, and the City and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies now in force and as they may be enacted, issued or amended during the term of this Agreement. Compliance shall include, without limitation, Chapter 7.20 of the Municipal Code of the City of La Mesa and all subsequent amendments thereto, and said Chapter of the La Mesa Municipal Code is hereby made a part of this contract and by this reference incorporated herein as fully as if set forth herein.

This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.

DOCUMENT NO. 44587  
FILED 6-1-93  
OFFICE OF THE CITY CLERK  
LA MESA, CALIFORNIA

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By Edmund Burr *per*

By Jandra Burr

CITY OF LA MESA

By Art Madrid

Mayor

ATTEST By Anita O'Underwood  
City Clerk

APPROVED AS TO FORM:

LeRoy W. Knutson  
LeRoy W. Knutson  
City Attorney

5/19/93  
Date

SEVENTH

AMENDMENT TO AGREEMENT FOR THE COLLECTION  
OF REFUSE, GARBAGE AND OTHER WASTE MATERIALS  
WITHIN THE CITY OF LA MESA, CALIFORNIA

---

This Amendment to the Agreement dated November 27, 1979 for the collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 26th day of October, 1993, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and EDCO Disposal Corporation, a California corporation hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

SECTION 1: Title of said Agreement is hereby amended to read:

Agreement for the Collection of Refuse, Garbage,  
Other Waste Materials, and Recyclables Within the  
City of La Mesa, California

SECTION 2: Paragraph 30 of said Agreement is hereby added to include a provision for multi-family recycling as follows:

30. The addendum marked Exhibit "C," Multi-family Recycling Services to be Provided by Contractor, is attached hereto and made a part hereof.

SECTION 3: Paragraph 31 of said Agreement is hereby added to include a provision for separate yard waste (green material) collection as follows:

31. The addendum marked Exhibit "D," Yard Waste Collection Services to be Provided by Contractor, is attached hereto and made a part hereof.

This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.

DOCUMENT NO. 44899  
FILED 10/2/93  
OFFICE OF THE CITY CLERK  
LA MESA, CALIFORNIA

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By \_\_\_\_\_

By *Jordan Price*

CITY OF LA MESA

By *Art Madrid*

Mayor

By *Norma M. O'Leary*

Deputy City Clerk

APPROVED AS TO FORM:

*LeRoy W. Knutson*  
LeRoy W. Knutson  
City Attorney

*10/21/93*  
Date



## EXHIBIT "C"

### MULTI-FAMILY RECYCLING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide recycling services to residents of multi-family apartments and condominiums in the City of La Mesa as follows:

- A. General Provisions. Contractor shall comply with to all components of Exhibit "A" of the amended Agreement as described for residential curbside recycling and all components of Exhibit "B" of the amended Agreement for commercial recycling services which are applicable to multi-family recycling. These components include, but are not limited to: (1) reporting requirements; (2) performance standards; (3) waste diversion guarantees for AB939 compliance; (4) compliance with City and County mandatory recycling ordinances; (5) complaint procedures; and (6) payment of additional franchise fees. Additionally, the following provisions, specific to multi-family recycling, shall apply.
- B. Types of Containers. Three types of collection containers shall be offered depending upon the level of service required, space constraints, and number of units served.
  1. Three-cubic-yard divided bins, with one side for newspapers and the other side for commingled bottles and cans, shall be provided to higher volume complexes. Corresponding decals shall be placed on each lid.
  2. Two 90-gallon carts shall be utilized side by side for lower volume complexes and those that have limitations on available space. One cart shall be for newspaper, the other for commingled bottles and cans. Each cart shall be appropriately labeled with decals.
  3. Twelve-gallon curbside containers, labeled with "La Mesa Recycles!" shall be provided to individual units in complexes with curbside refuse collection. This level of service shall be identical to the curbside recycling program for single family residences.
- C. Collection Methods.
  1. The divided 3-cubic-yard bins and the 90-gallon carts shall be serviced by front loader trucks which have a divided body to keep newspapers separate from commingled bottles and cans.
  2. Existing curbside recycling trucks shall be used to service the 12-gallon curbside recycling containers.

D. Promotion and Public Education.

1. Workshops. Contractor shall participate with City staff in conducting periodic workshops designed to introduce property owners and managers to the multi-family recycling program. Customer service representatives shall present at each workshop a slide show emphasizing service types and showing how the materials collected are processed. Other topics to be addressed during workshops are: (a) AB939 State mandates; (b) the County of San Diego's Mandatory Recycling Ordinance; (c) recycling container types and collection methods; (d) promotional/public educational information; (e) cost and billing procedures; and (f) buying recycled products.
2. Promotional Materials. Contractor shall:
  - (a) provide a multi-family recycling brochure to each unit utilizing bin or cart service. The existing curbside recycling brochure shall be provided to each participant utilizing curbside applications;
  - (b) provide stickers and decals used to label bins and carts and posters to support the program;
  - (c) utilize "Environmental Times" newsletter to present articles on multi-family recycling, waste reduction, buying recycled products, and other relevant topics;
  - (d) provide in EDCO billings line items or billing inserts pertaining to the program;
  - (e) offer tours of San Diego Recycling's materials recovery facility to groups as a means of promoting recycling programs;
  - (f) provide educational and promotional opportunities to groups and associations through slide shows and presentations; and
  - (g) conduct media outreach through the issuance of news releases to announce workshops and to report program successes.

- E. Apartment-sized Containers ("Binnettes"). Contractor shall survey customers to determine interest in purchasing and using binnettes. If survey results indicate sufficient interest, Contractor shall maintain an adequate supply of the indoor apartment-sized containers, which will be available at cost, upon request, to residents of participating apartment and condominium complexes. An "adequate supply" shall be a sufficient number to meet all requests for containers.

- F. Implementation Schedule. The multi-family recycling program shall commence November 1, 1993; however, contractor shall not begin billing for this service until January 1, 1994. Contractor shall comply with all stipulations and implementation dates contained in the City and County mandatory recycling ordinances. Contractor shall, therefore, by July 1, 1994, complete all customer contacts and begin recycling service at all multi-family apartments and condominiums that wish to participate in the program.
- G. Multi-family Recycling Rate. A per-unit rate shall be charged for the collection of recyclables from multi-family apartments and condominiums. This rate is set forth on Exhibit "A," attached hereto and made a part hereof. The La Mesa City Council shall review said rate during the annual rate review process.

## EXHIBIT "D"

### YARD WASTE COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide yard waste collection services to residents of single family residences in the City of La Mesa as follows:

- A. General Provisions. Contractor shall comply with all components of the amended Agreement, including any components of Exhibit "A" of the amended agreement as described for residential curbside recycling which are applicable to separate collection of yard waste (green material). These components include, but are not limited to: (1) reporting requirements; (2) performance standards; (3) waste diversion guarantees for AB939 compliance; (4) compliance with City and County mandatory recycling ordinances; (5) complaint procedures; and (6) payment of additional franchise fees. Additionally, the following provisions, specific to multi-family recycling, shall apply.
- B. Types of Containers. Collection of yard waste shall be accepted in any of the following ways:
  1. Existing customer plastic or metal trash cans designated with the appropriate decal provided by Contractor.
  2. Clear plastic bags. Contractor shall have bags for sale at their offices. Contractor shall also publicize additional locations where bags are available for purchase.
  3. Bundles of branches, brush, etc. shall be bound with rope, string or twine. Bundles shall not exceed 4 feet in length, 18 inches in diameter, or 50 pounds in weight.
- C. Collection Method. A standard residential collection side-loader truck shall collect yard waste on the same day as trash collection. Yard waste to be collected shall be set apart from trash, with decals on plastic or metal cans facing the street.
- D. Promotion and Public Education.
  1. Program Introduction. Prior to program implementation, Contractor shall introduce the program to residents, utilizing the following approaches:
    - a. Articles in "Environmental Times" newsletter.
    - b. Individual mailings sent to all single family residences at least two weeks prior to program implementation. Mailings shall include a descriptive letter, a brochure and two decals.

2. Promotional Materials. Contractor shall:

- a. provide a "Go Green!" yard waste collection program brochure to each single family residence;
- b. provide a minimum of two "Go Green!" decals to each single family residence;
- c. reprint "OOPS!" enforcement tags to include information on yard waste collection;
- d. provide in EDCO billings line items or billing inserts pertaining to the program; and
- e. conduct media outreach through the issuance of news releases to promote the program and to report program successes.

COPY

EIGHTH AMENDMENT TO AGREEMENT FOR THE  
COLLECTION OF REFUSE, GARBAGE, OTHER WASTE  
MATERIALS AND RECYCLABLES WITHIN THE CITY OF  
LA MESA, CALIFORNIA

---

This Amendment to the Agreement dated November 27, 1979 for the collection of Refuse, Garbage, Other Waste Materials and Recyclables Within the City of La Mesa, California, is made and entered into this 9th day of August 1994, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and EDCO Disposal Corporation, a California corporation hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

SECTION 1: Paragraph 7 of said Agreement is hereby amended to read as follows:

7. Effective March 1, 1995, the Contractor may, by March 1st of each year, during the term of this contract, submit a proposed rate schedule for the following fiscal year. If the City Council approves such schedule, it shall apply for the fiscal year effective July 1st of the same year. If, however, the City Council does not approve such rate schedule, the City and Contractor shall attempt to agree upon a rate schedule. In the event of their failure to do so on or before June 1st, the rate schedule currently in effect shall remain in effect. If the Contractor does not apply for new rates by March 1st as hereinabove set forth, the rates then in effect shall apply for the ensuing fiscal year, except an increase in rates may be allowed for any unusual economic hardships not within the Contractor's control as approved by the City Council. In addition, the Contractor shall pay for the costs of a publication in the City's official newspaper notifying the public of any rate adjustment hearing. The City Manager, or designated representative, shall determine the size and content of said publication.

This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

EDCO DISPOSAL CORPORATION

By *William L. Burr*

By *Arden Burr*

CITY OF LA MESA

By *Art Madrid*

Mayor

By *Anita D. Underwood*

City Clerk

APPROVED AS TO FORM:

*Tamara A. Smith*

Tamara A. Smith  
City Attorney

*Aug 2, 1994*  
Date

NINTH AMENDMENT TO AGREEMENT FOR THE COLLECTION OF  
REFUSE, GARBAGE AND OTHER WASTE MATERIALS WITHIN THE  
CITY OF LA MESA, CALIFORNIA

---

This Amendment to the Agreement dated November 27, 1979, for the collection of Refuse, Garbage and Other Waste Materials Within the City of La Mesa, California, is made and entered into this 27<sup>th</sup> day of November, 2001, by and between the City of La Mesa, a municipal corporation, in the County of San Diego, State of California, hereinafter referred to as "City," and EDCO Disposal Corporation, a California corporation, hereinafter referred to as "Contractor."

The parties hereto agree to amend said Agreement as follows:

SECTION 1. Paragraph 6 of said Agreement is hereby deleted and rewritten as follows:

6. The rate schedule hereinafter set forth, during the term of this Agreement, shall be the maximum the Contractor can charge. Any rate charged to a classification of user shall be charged uniformly to all users in that classification. The rates are as set forth on Exhibit "A" attached hereto and made a part hereof.

In addition to the rates set forth on Exhibit "A," where the volumes of frequencies of service are greater than those provided above or are not specifically covered and in unique instances where special features or conditions require service from private premises, and in like instances requiring special service arrangements not covered herein, rates shall be negotiated in each special instance between the Contractor and the customer.

Collections from parks, playgrounds, City government buildings and other municipally-owned facilities, and street trash containers shall be made without charge.

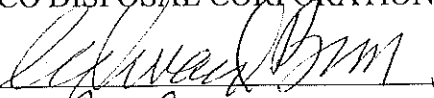
This Amendment to Agreement shall be effective and binding on all parties hereto commencing on the date first above written.

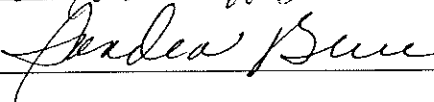
Except as hereinabove amended, said Agreement shall continue in full force and effect in all particulars.




IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

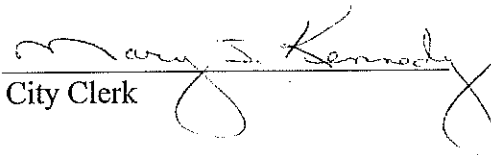
EDCO DISPOSAL CORPORATION

By  Pres.

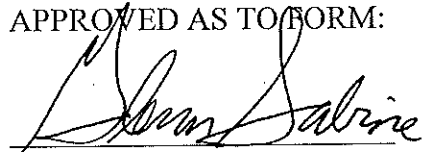
By  VP

CITY OF LA MESA

By   
Mayor

By   
City Clerk

APPROVED AS TO FORM:

  
Glenn Sabine  
City Attorney

11/29/01  
Date

AGREEMENT FOR THE COLLECTION OF REFUSE, GARBAGE  
AND OTHER WASTE MATERIALS WITHIN THE CITY OF  
LA MESA, CALIFORNIA

---

THIS AGREEMENT made and entered into this 27<sup>th</sup> day of  
November, 1979, by and between the City of La Mesa, a Municipal  
Corporation, in the County of San Diego, State of California, herein-  
after referred to as "CITY", and Edco Disposal Corporation, a California  
Corporation doing business as La Mesa Disposal Company, hereinafter  
referred to as "CONTRACTOR".

R E C I T A L S:

Pursuant to La Mesa Municipal Code Section 7.20.030, the City  
shall award an exclusive contract to collect, convey, transport and  
dispose of trash, garbage and other waste materials within the City of  
La Mesa; and

WHEREAS, the Contractor has requested a new contract in order  
that he may continue the service that he has performed to the City of  
La Mesa and make plans regarding the purchase of equipment; and

WHEREAS, the City is agreeable to a new contract with the  
Contractor on the terms hereinafter set forth.

In consideration of their mutual promises and other good and  
valuable consideration, the parties hereto agree as follows:

1. The foregoing recitals are hereby made a part hereof.

DOCUMENT NO. 33116  
FILED 11-27-79  
OFFICE OF THE CITY CLERK  
LA MESA, CALIFORNIA

2. The term of this Agreement shall commence January 1, 1980, and expire December 31, 1986. Provided, however, that commencing January 1, 1981, and every year thereafter, automatic one year extensions shall be applied to said Agreement so that the term of the Agreement shall remain between five and six years.

Should either party desire that said automatic one year renewal and extension provision be terminated, such party may give the other written notice of such termination thirty (30) days prior to December 31 of any year of the Agreement. Such notice will terminate the automatic one year renewal and extension provision, and the Agreement shall remain in effect for the balance of the term then outstanding.

3. The Contractor hereby covenants to and with the City to furnish all labor and equipment for the collection and removal, and to collect and remove, all combustible or non-combustible refuse and garbage from the curbs, gutters, sidewalks and alleys within the City of La Mesa, so far as said refuse and garbage is placed on said curbs, sidewalks and alleys by the person or persons contracting with said Contractor, and paying said Contractor a designated price, which is hereinafter designated.

4. Said Contractor shall furnish or secure a dump for the disposal of said refuse, and shall not permit the burning of any combustible rubbish within the City of La Mesa unless authorized to do so by the City Council. The garbage collected shall not be deposited or disposed of within the City limits of the City of La Mesa, nor in such

a manner as will impair the health or sanitary conditions of the City of La Mesa, and shall be disposed of in such a manner as complies with all laws applicable thereto. Contractor shall comply with all of the provisions of Chapter 7.20 of the Municipal Code of the City of La Mesa and all subsequent amendments thereto, and said Chapter of the La Mesa Municipal Code is hereby made a part of this contract and by this reference incorporated herein as fully as if set forth herein.

5. The Contractor agrees that it will use such number of specially designed trucks and other equipment which is required to adequately perform under this contract.

Contractor agrees not to transfer or assign this contract nor to sublet any portion of this contract nor to place the possession and operation of its business in the possession of any other person or persons without the prior written consent of the City to such assignment, transfer, subletting, or change of business, and in the event of any transfer, assignment, subletting, or change of business, either voluntarily or by operation of law, without the written consent of the City, this contract shall, at the option of the City, be therefore terminated. Further, in the event of any transfer, assignment, subletting, or change of business, either voluntary or by operation of law, the City Council, within one year from said transfer, assignment, subletting, or change of business, may change the term of this agreement to a term not less than one year, if the City Council determines that the service is inadequate.

6. The rate schedule hereinafter set forth, during the term of this agreement, shall be the maximum the Contractor can charge. Any

rate charged to a classification of user shall be charged uniformly to all users in that classification. The rates are as set forth on Exhibit "A" attached hereto and made a part hereof.

*Amended  
8-9-94*

7. Not later than September 1, 1980, Contractor may provide the City with a proposed rate schedule for the year 1981. If the City Council approves such schedule, it shall apply for the year 1981. If, however, the City Council does not approve such rate schedule, the City and Contractor shall attempt to agree upon a rate schedule. In the event of their failure to do so on or before December 1, 1980, the rate schedule for the year 1980 shall be in effect. The Contractor may, by September 1st of each subsequent year, during the term of this contract, submit a proposed rate schedule for the following year in the same manner as above provided, and each party shall have the same rights for each ensuing year for establishing of rates as are set forth above. If the Contractor does not apply for new rates by September 1st as hereinabove set forth, the rates then in effect shall apply for the ensuing year, except an increase in rates may be allowed for any unusual economic hardships not within the Contractor's control as approved by the City Council. In addition, the Contractor shall pay for the costs of a publication in the City's official newspaper notifying the public of any rate adjustment hearing. The City Manager shall determine the size and content of said publication.

8. All garbage, trash and refuse shall be collected no less frequently than that provided under the minimum schedule stipulated in Paragraph 6 herein, such collections to be made regularly on designated days. Contractor agrees to advise the customers of said service, of the

time, frequency, and charge for the collections, and any change therefrom, by mail and shall further advise said customers of its telephone number.

*Amended  
1-2-70*

9. This agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Contractor or property of any kind whatsoever and to whomsoever belonging, including Contractor from any cause or causes whatsoever while connected in any way with Contractor's operations hereunder, Contractor hereby covenanting and agreeing to indemnify and save harmless from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

Contractor further agrees to take out and keep in force during the life hereof, at Contractor's expense, public liability insurance in companies approved by the City to protect against any liability to the public incident to the use of or resulting from any accident occurring in or in connection with Contractor's operation hereunder, the liability under such insurance to be not less than \$100,000 for any one person injured, or \$300,000 for any one accident, or \$50,000 for property damage. These policies shall insure the contingent liability of the City and are to be placed with the City, and Contractor is to obtain an obligation on the part of the insurance carriers to notify the City in writing prior to any cancellation thereof; and Contractor agrees that if he does not keep such insurance in full force and effect, the City

may take out the necessary insurance and pay the premium, and the Contractor shall repay the City immediately upon demand.

The Contractor shall also secure and maintain during the life of this contract at Contractor's expense, adequate Workmen's Compensation Insurance covering all persons employed by it, and shall furnish the City with a certificate of such insurance.

The Contractor shall carry out the terms of this contract as an independent contractor, and not as an agent or employee of the City, being responsible to the City only for the results accomplished and not for the manner or method in which they are accomplished other than as set forth in this agreement.

10. The Contractor agrees that it will comply with all local, state, and federal laws and regulations and ordinances pertaining to the work of any such laborer, workman, or mechanic and will keep accurate records of the hours and times worked by any such laborer, workman, or mechanic.

11. The Contractor agrees to do all such work in compliance with all local, state and federal laws, ordinances, or regulations which are now or which may hereafter become in force and effect regulating the collection of or disposal of garbage or refuse.

12. The Contractor, as a part of the consideration of this contract, agrees to pay to the City of La Mesa four percent (4%) of all gross sums collected by said Contractor within the City of La Mesa.

The said sum equal to four percent (4%) of all gross sums collected each month by the Contractor shall be payable not later than the 10th day of each and every month on the month following the collection of the same. The Contractor shall keep full, complete and proper books, records and accounts of the gross sums collected by said Contractor within the City of La Mesa, and said books, records, and accounts shall at all reasonable time be open to the inspection of the City or the City's authorized representative or agent. The Contractor further agrees that the City at any reasonable time may cause an audit to be made of said Contractor's books, records, and accounts. The Contractor shall, not later than the 10th day of each and every month, submit to the City a signed statement of his gross collections during the preceding month.

13. The Contractor may bill three months in advance; however, the customers may submit semi-annual or annual payments in advance or remit on a monthly basis. Whichever of the foregoing payment plans is to the convenience and desire of the customer, the Contractor shall accept such payments, if made.

14. The Contractor agrees to treat and deal with the general public in a courteous manner and do his utmost to serve the public well, faithfully, and courteously.

15. The City, in consideration of the faithful performance by said Contractor of this Agreement, and the deposit of the bonds herein referred to, agrees that said contractor shall have the exclusive right to collect all refuse and garbage within the City of La Mesa from the



date of the extension of this contract to and including the termination thereof insofar as it is within the power of said City by this contract to grant such exclusive right under its ordinances and the laws of the State of California; that during the continuance of this contract and the faithful performance thereof by said Contractor, no other person shall be given the right to engage in the business of collecting any refuse or garbage from the territory within the City of La Mesa.

16. In the event the Contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed, including but not limited to the regular, prompt collection of all garbage and trash, as herein specified, and as specified by schedules therefor established, the City shall have the right to terminate and cancel this contract upon thirty (30) days notice by mail to the Contractor. The City also reserves the right to terminate and cancel this contract upon thirty (30) days notice in the event the people of the City of La Mesa, by initiative or referendum vote, require the City to furnish either garbage or refuse collection service by the use of municipal employees or in the event of the City Council, by majority vote, deciding to furnish such collection services as a municipal service.

17. On or before January 1, 1980, the Contractor shall furnish a Surety Bond in the amount of \$3,000.00 as security for the faithful performance of this agreement as set forth in Section 7.20.060 of the Municipal Code. In the event of any transfer, assignment, subletting, or change of business, either voluntary or by operation of law,

the required surety bond shall be increased to \$25,000.00. The surety bond and the form thereof must be approved by the City Attorney.

18. Any and all notices and demands by and from City to Contractor or Contractor to City shall be in writing. They shall be served by registered mail and service shall be conclusively made 48 hours after the deposit thereof in the United States Mail, postage prepaid, addressed to the party to whom such notice or demand is to be given, as follows:

CITY: City Manager  
City of La Mesa  
8130 Allison Avenue  
La Mesa, California 92041

CONTRACTOR: Edco Disposal Corporation  
6670 Federal Boulevard  
Lemon Grove, California 92045

19. Contractor agrees to have a listed telephone number, which telephone shall be answered seven days a week, twenty-four hours a day. Contractor further agrees that any calls for trash or garbage collection made prior to 3:00 O'Clock P.M. on any day except Saturday and Sunday will be acknowledged and said trash or garbage will be collected on that same day; if said calls are made after the stated time the collections of said trash or garbage will be made the following morning.

20. Contractor further agrees to install and maintain a two-way radio service from its office to the route supervisor's truck.

\*  
IN WITNESS WHEREOF, the City of La Mesa has caused this instrument to be executed by its Mayor and City Clerk acting under and

\* 21 - added 1-1-75  
also 21 - added 1-14-76  
22 thru 26 - added 1-23-70  
29 - added 2-1-72  
30 and 31 - added 10-26-73

C. H. ...  
R. 7-17-1-25-0  
✓ 4 ...  
✓ 7 ... 8-9-74

pursuant to Resolution No. 13911 of the City Council of said City authorizing such execution, and the Contractor has caused this instrument to be executed by its authorized representative the day and year in this agreement first above written.

EDCO DISPOSAL CORPORATION

By Edward Burr

By Judith Burr

CITY OF LA MESA

By Paul Erdem  
Mayor

By Marie G. Mangon  
City Clerk

EXHIBIT "A"

	<u>Rate</u> <u>Per Month</u>
1. <u>Residential</u>	
(a) Single family residential unit	\$ 4.55
(b) Multiple units, Trailer parks, and Motels	4.55
Each additional unit	3.25
2. <u>Commercial</u>	
2 cans 1 x week	4.90
More than 1 x week	2.35
3. <u>Mechanical System Service</u>	
(a) One (1) 3-cubic yard container	
1 x week	29.00
2 x week	44.90
3 x week	62.90
4 x week	80.90
5 x week	98.90
6 x week	116.90
(b) Temporary 3 cubic yard uncompacted bin service	
The following rates shall apply to those bins that are utilized 60 days or less. If more than 60 days, the commercial rate will apply.	
\$24.00 which includes delivery, disposal fee and one pickup for a 7 day period;	
\$10.00 for each additional pickup, with a minimum service of once each 7 days	
(c) Transfer body (roll-off) with a 20 to 40 cubic yard uncompacted capacity	
\$90.00 per load (uncompacted) which includes delivery and disposal fee and pickup for a 7 day period with a minimum service of once each 7 days	

4. Where the volumes of frequencies of service are greater than those provided above or are not specifically covered and in unique instances where special features or conditions require service from private premises, and in like instances requiring special service arrangements not covered herein, rates shall be negotiated in each special instance between the Contractor and the customer.
5. Collections from parks, playgrounds, City government buildings and other municipally-owned facilities, and street trash containers shall be made without charge.
6. In addition to the above charges, Contractor shall have the right to assess an additional 15 cents per billing for an account that is 30 days delinquent. It is expressly understood that there shall be no more than one delinquent charge per month.

EXHIBIT "A"